

**SETTLEMENT AGREEMENT BETWEEN THE MISSOURI  
STATE BOARD OF REGISTRATION FOR THE HEALING ARTS  
AND MICHAEL C. TRENDLE, MD**

Come now Michael C. Trendle, MD (hereinafter "Licensee"), and the State Board of Registration for the Healing Arts (hereinafter the "Board") and enter into this agreement for the purpose of resolving the question of whether Licensee's license as a physician and surgeon will be subject to discipline. Licensee and the Board jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to section 621.045, RSMo<sup>1</sup>.

1. Licensee acknowledges that he understands the various rights and privileges afforded by law, including the right to a hearing of the charges against him; the right to appear and be represented by legal counsel; the right to have all charges against him proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against him; the right to present evidence on his own behalf; the right to a decision based upon the record concerning the charges pending against the Licensee; and the right to present evidence in mitigation of discipline at a hearing before the Board. Having been advised of these rights provided to the Licensee by operation of law, the Licensee knowingly and voluntarily waives each and every one of these rights and freely enters into this agreement and agrees to abide by the terms of this document as they pertain to him.

2. The Licensee acknowledges that he may, at the time this agreement is effective or within fifteen (15) days thereafter, submit this agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitute grounds for discipline of the Licensee's license.

3. The Licensee acknowledges that he has been informed of his right to consult legal counsel in this matter.

4. The parties stipulate and agree that the order agreed to by the Board and the Licensee in Part III herein is based only on the agreement set out in Parts I and II herein. The Licensee understands that the Board may take further action against him based on facts or conduct not specifically mentioned in this document that are not now known to the Board.

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<sup>1</sup> All statutory references are to the Revised Statutes of Missouri (2011) unless otherwise stated.

5. The Licensee understands and agrees that the Missouri State Board of Registration for the Healing Arts will maintain this agreement as an open record of the Board as required by Chapters 324, 334, and 610, RSMo, and will report this agreement to the National Practitioner's Data Bank ("NPDB") and the Federation of State Medical Boards ("FSMB").

#### **I. JOINT STIPULATION OF FACTS**

Based upon the foregoing, the Board and the Licensee herein jointly stipulate to the following:

6. The State Board of Registration for the Healing Arts is an agency of the State of Missouri created and established pursuant to section 334.120, RSMo for the purpose of executing and enforcing the provisions of Chapter 334, RSMo.
7. The Licensee is licensed by the Board as a physician and surgeon, License Number 112173, which was first issued on February 13, 1997. Licensee's license is current, and was current and active at all times relevant herein.
8. On or about July 30, 2013, Licensee entered into a settlement agreement ("BNDD Settlement Agreement") with the Missouri Department of Health and Senior Services' Bureau of Narcotics and Dangerous Drugs ("BNDD"), placing his Missouri Controlled Substances Registration on probation for a period of two (2) years.
9. The BNDD Settlement Agreement was based on findings that Licensee had violated various Missouri drug laws by allowing a pharmacy to order, receive and stock controlled substances under his federal DEA number.
10. The BNDD is an agency of the state of Missouri.
11. A Missouri Controlled Substances Registration grants its holder the legal authority to issue controlled substances in Missouri.
12. The BNDD Settlement Agreement constitutes final disciplinary action against the Licensee's Missouri Controlled Substances Registration.
13. The above constitutes cause to discipline Licensee's license pursuant to sections 334.100.2(26) and 334.102.7(1)(b), RSMo.

## **II. JOINT CONCLUSIONS OF LAW**

14. Cause exists to discipline Licensee's license pursuant to sections 334.100.2(26) and 334.102.7(1)(b), RSMo which state:

334.100.2. The board may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621 against any holder of any certificate of registration or authority, permit or license required by this chapter or any person who has failed to renew or has surrendered the person's certificate of registration or authority, permit or license for any one or any combination of the following causes:

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(26) Revocation, suspension, limitation, probation, or restriction of any kind whatsoever of any controlled substance authority, whether agreed to voluntarily or not, or voluntary termination of a controlled substance authority while under investigation;

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334.102.7. (1) The board may initiate a hearing before the board for discipline of any licensee's license or certificate upon receipt of one of the following:

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(b) Evidence of final disciplinary action against the licensee's license, certification or registration issued by any other state, by any other agency or entity of this state or any other state or the United States or its territories, or any other country;

15. The Licensee's conduct, as established by the foregoing facts, falls within the intendments of sections 334.100.2 and 334.102.7, RSMo.

16. Cause exists for the Board to take disciplinary action against the Licensee's license under sections 334.100.2 and 334.102.7, RSMo.

## **III. JOINT AGREEMENT ON DISCIPLINE**

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the Board in this matter under the authority of section 621.110, RSMo. This agreement, including the disciplinary order, will be effective immediately on the date entered and finalized by the Board. The following are the terms of the disciplinary order:

17. License number 112173, issued by the Board to the Licensee, is hereby PUBLICLY REPRIMANDED.

18. The Licensee is not licensed in any jurisdiction other than Missouri.

19. The Licensee shall notify, within thirty (30) days of the effective date of this agreement, all employers, hospitals, nursing homes, out-patient centers, clinics, and all other facilities where the Licensee practices or has privileges, of his disciplinary status. Notification shall be in writing and the Licensee shall, contemporaneously with the giving of such notice, submit a copy of the notice to the Board for verification by the Board or its designated representative. If the Licensee does not have an employer, does not have privileges or does not practice at any facility, he shall notify the Board of that fact in writing within thirty (30) days of the effective date of this settlement agreement.

20. The Licensee shall notify any allied health care professionals he supervises of the disciplinary action imposed within thirty (30) days of the effective date of this settlement agreement. Notification shall be in writing and the Licensee shall, contemporaneously with the giving of such notice, submit a copy of the notice to the Board for verification by the Board or its designated representative. If the Licensee does not supervise any allied health professionals, he shall notify the Board of that fact in writing within thirty (30) days of the effective date of this settlement agreement.

21. For purposes of this agreement, unless otherwise specified in this agreement, all reports, documentation, evaluations, notices, or other materials required to be submitted to the Board in this Order shall be forwarded to the State Board of Registration for the Healing Arts, Attention: Legal, P.O. Box 4, Jefferson City, Missouri 65102.

22. This agreement does not bind the Board or restrict the remedies available to it concerning any other violation of Chapter 334, RSMo, by the Licensee not specifically mentioned in this document that was known to the Board as of the date of this agreement.

23. Licensee hereby waives and releases the Board, its members, and any of its employees, agents, or attorneys, including any former Board members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees, costs and expenses, and compensation, including, but not

